

Odyssey Online Records Search Access Agreement

This (the "Agreement") is to provide online access to files to active members of the State Bar of Texas who are in good standing to practice law and are subject to the disciplinary rules of the State Bar of Texas, and to Texas certified peace officers, to facilitate their respective duties and responsibilities.

1. INTERNET ACCESS TO RECORDS: Requestor will be permitted internet access only to selected records and data (the "Information") that the Clerk maintains.
2. REGISTRATION: The Requestor will be required to register using the requested information to access the records. The Clerk reserves the right to alter or eliminate Requestor's access at any time, without prior notice. The required information must conform to the Clerk's standards. Only Requestor is allowed to access the records once approved. **For Attorneys only, Texas Disciplinary Rules of Professional Conduct 5.03: Responsibilities Regarding Nonlawyer Assistants applies to this section.**
3. USE: The Requestor may not use, disclose, or permit a third party to use or disclose the Information/documents: A. for any unlawful, tortious, or malicious act; or B. to sell or solicit for sale goods or services to any person/entity.
4. MANNER: Requestor may access the Information only in the manner that the Clerk expressly authorizes. Requestor agrees not to use nor permit use of the on-line access to the Information in any manner or for any purpose that the Clerk has not authorized or that is unlawful or likely to damage the Clerk's equipment or software that enables the on-line access. Requestor acknowledges that the Clerk's Terms of Use may be modified from time to time as the Clerk deems necessary without prior notice.
5. CUSTODY AND CONTROL: Requestor agrees that while accessing, viewing, and using the Information, the Requestor will be under the same responsibilities and duties as the Clerk to protect and carefully keep the Information, and will be subject to the same penalties for any violation of those responsibilities and duties. The Requestor is to keep confidential those numbers or names in the Information that would identify an individual, victim, witness or corporation/entity that could be used to access their personal, governmental, financial, medical, or property records or accounts. Requestor further agrees that the Clerk may at any time exercise control over the Information or implement and enforce, without notice, such rules and restrictions as the Clerk sees fit for the use of and access to the Information including but not limited to adding a watermark to the documents. This may include interruption or termination of Requestor's access to the Information as the Clerk may deem necessary for the purposes of security, systems administration, or any other purpose.

6. EQUIPMENT AND CONNECTIONS: The Requestor will obtain and supply, at Requestors sole cost, all equipment, including computer, software, and peripherals and pay for any and all fees or costs necessary to implement this Agreement.

7. TERM: This Agreement will continue until such time as it is terminated.

8. TERMINATION: The Requestor or Clerk may terminate this Agreement at any time for any reason, without notice.

9. INDEMNIFICATION: To the extent allowed by law, the Requestor agrees to indemnify and hold harmless Travis County and its officers and employees from any and all loss, liability, cost or expense arising out of or related to a breach of this Agreement; for use or misuse of the Information by Requestor, Requestor's employee, or any person gaining access to the Information, whether through consent, acquiescence, or negligence of Requestor or Requestor's agents or employees.

10. DISCLAIMERS AND LIMITATIONS OF LIABILITY:

A. Requestor acknowledges that the Information does not necessarily reflect all the work in process by the Clerk's staff with respect to any particular case and may not reflect the most current information that the Clerk has received.

B. The Clerk is not liable in any manner under this Agreement for any error, inaccuracy, or incompleteness of the Information for which access is provided. Requestor releases the Clerk from any claim, demand, or suit arising or resulting from any such error, inaccuracy, or incompleteness.

C. NO WARRANTIES. THE CLERK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF THE SOFTWARE OR EQUIPMENT, AND REQUESTOR ASSUMES ALL RISK RELATED TO THE USE AND ACCESS PROVIDED UNDER THIS AGREEMENT.

D. THE CLERK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION.

E. THE CLERK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF THE INFORMATION'S FITNESS FOR A PARTICULAR PURPOSE.

11. TERMS AND CONDITIONS OF USE:

This website is provided by the Travis County Clerk, Travis County District Clerk and Travis County Information Technology Services [ITS]. By accessing this website, you are indicating your acknowledgement and acceptance of these Terms of Use, which are subject to change at any time. Restrictions on Use All material included on this website is the property of the Travis County Clerk and Travis County District Clerk but is considered public record in accordance with the laws of the State of Texas.

1. You may download, print, distribute and use pages from the website in accordance with the Access Agreement.

2. Any copies of documents or pages from the site must not alter the original content; however, you are permitted to make annotations on copies you maintain for your personal use. Users of the site must not:

- A. Impersonate any person or entity.
- B. Engage in any activities through or in connection with this website that are unlawful, offensive, obscene, threatening, harassing, abusive or that violate any right of any third party.
- C. Attempt to circumvent the security systems of the website.
- D. Attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to this site.
- E. Upload or submit any data or information that contains viruses, or any other computer code, corrupt files or programs designed to interrupt, destroy, or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers, or other equipment.
- F. Engage in any activity that interferes with a user's access to this site or the proper operation of this site. Violation of these terms and conditions may result in revocation your right to permitted uses. Disclaimer Travis County cannot guarantee that the website or its content is error free and makes no representations about the technical accuracy or functionality of the website or that the content is accurate, error free or up to date.

12. ASSIGNMENT OR SUBCONTRACT: The Requestor can neither assign this Agreement nor subcontract the Attorney Access to Records Online Requestor's access to the Information to any other person, firm, or other legal entity without the Clerk's express written consent.

13. AUTHORIZATION: By registering or accessing the site, the Requestor is agreeing to the terms of this agreement.

14. MONITORING. The Requestor agrees that the Clerk or the Clerk's authorized representative may monitor the Requestor's use of the access to the Information, including live monitoring, without the Requestor's consent.

15. ENTIRE AGREEMENT: This Agreement, together with any rules or procedures that the Clerk may adopt, constitutes the entire Agreement between the parties, and Requestor acknowledges here that Requestor is not relying on any other representations or agreements not expressed in writing as a part of this Agreement. The parties to this Agreement may not amend it, except in writing signed by the parties.